

## **Exhibit 1**

THE HONORABLE KYMBERLY K. EVANSON

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON**

LUIGI MARRUSO,

Plaintiff,

v.

ROBERT W. MONSTER, an individual,  
EPIK INC., a Washington corporation, and  
MASTERBUCKS LLC, a Wyoming  
limited liability company,

Defendants.

Case No.: 2:24-cv-01455-KKE

Hon. Kymberly K. Evanson

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**PLAINTIFF'S DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR  
DEFAULT JUDGMENT**

Plaintiff Luigi Marruso states the following in support of his Motion for Default Judgment:

1. My name is Luigi Marruso, and I reside in Italy.
2. I have personal knowledge of the contents of this declaration and could testify to the same.
3. Defendant Robert W. Monster ("Monster") is an individual residing within this Judicial District.

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4. Defendant Epik Inc. (“Epik”), is a delinquent Washington corporation, with a principal office street address at 3832 234<sup>th</sup> Ave. SE, Sammamish, WA 98075. Epik was founded and primarily operated by Monster. Epik provided domain name registrar and other related services, including but not limited to escrow services. Epik is not licensed by any governmental or regulatory authority to provide escrow services.

5. Defendant Masterbucks, LLC (“Masterbucks”), is a Wyoming limited liability company. As of November 9, 2023, Masterbucks was administratively dissolved for failure to pay its taxes. Masterbucks still holds itself out as an online withdrawal dashboard “designed specifically for domain name sellers.” The Masterbucks domain, <masterbucks.com>, was still active as of the date I filed this lawsuit. To my knowledge, Masterbucks is beneficially owned and operated by Monster. Masterbucks regularly conducted business in the State of Washington operating hand-in-hand with Epik to provide a virtual currency that could be held by Epik users.

6. One of Epik’s main offerings is assisting in the sale of domain names. Users are permitted to list domain names they own for sale through Epik. And if a party wishes to buy one of these listed domain names, they are instructed to contact Epik and Epik claims to safely handle all components of the sale.

7. In connection with those sales, Epik purports to act as an escrow agent. Escrow agents serve as a neutral intermediary between the buyer and seller and are intended to provide a safeguard in completing the transaction: the buyer sends the purchase price to the escrow agent, the escrow agent then confirms receipt of the funds, releases the domain name to the buyer, and releases the purchase price (less an escrow agent fee) to the seller. But Defendants failed to follow this simple process.

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8. Instead, when a domain name was sold through Epik’s services, the purchase price funds were automatically converted to the seller’s Masterbucks account in the form of a completely made-up form of digital currency titled “masterbucks.” Masterbucks offered the ability to use some form of alleged crypto exchange to convert masterbucks into various cryptocurrencies, including Bitcoin (“BTC”). This system was a fraud and there was no way to withdraw any cryptocurrency. Further, Defendants themselves “converted” BTC to USD/masterbucks without authorization from the underlying customer.

9. This resulted in a system whereby Monster, Epik, and Masterbucks jointly worked together and acted without authorization to play fast and loose with their clients’ money for their own benefit. Instead of acting as a simple, straightforward escrow service, Defendants created an elaborate plan that gave them the opportunity to obfuscate the truth and misappropriate funds. In short, Defendants worked together to provide escrow services regarding domain names and misappropriated the escrow funds that belonged to hundreds of users, including mine. Defendants have already been sued for this conduct. See *Adkisson v Epik Holdings, Inc. et al*, Case No. 2:23-cv-495 (W.D. WA). *Id.* at ¶ 30.

10. I created four accounts within Epik’s systems and used Epik as an escrow service in connection with the sale of several domain names. The creation of an Epik account automatically spawned the creation of a Masterbucks account using the same username and password. In connection with my Epik account under the username “MultiBusiness,” I used Epik’s domain name escrow services in connection with the sale of a portfolio of domains for a total purchase price of over \$3,000,000. I retained funds within the Epik/Masterbucks accounts for potential future use.

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11. On November 3, 2022, Epik emailed me informing me that it had unilaterally terminated a “Customer Account Balance Accrual Agreement” and has “converted the balance of [Plaintiff’s account] into In-Store Credit (“ISC”) in the amount of \$1,072,687.81. This was done by Defendants’ unilateral transfer of 53.52930961 of BTC out of my Masterbucks account into USD in the amount of \$1,079,108.38 and then providing a corresponding ISC of \$1,079,108.38 to my Epik account. As of April 5, 2023, I held a balance of \$1,079,052.50 ISC in its Epik account. I acknowledge that Defendants’ ISC credit does not match the total as stated in Defendants’ November 3, 2022 email regarding same.

12. On April 6, 2023, Defendants then transferred the \$1,079,052.50 of ISC out of my Epik account and back to my MultiBusiness Masterbucks Account. I demanded return of the \$1,079,052.50 and Defendants have refused to return the funds.

13. I used Epik’s domain name escrow services in connection with the sale of a domain name in August 2022 in connection with my Epik account under the username “admin@businessweb.com.” The resulting funds were converted to BTC shortly thereafter within the corresponding Masterbucks account. In November 2022, I attempted to withdraw the BTC. Defendants refused to permit the withdraw of BTC and marked the request as “pending,” which remains today. To date, Defendants are wrongfully exerting possession and control over 5.18836095 BTC that rightfully belong to me. I demanded return of the 5.18836095 BTC and Defendants have refused to return the same.

14. In connection with my Epik account under the username “Bitextreme,” I used Epik’s domain name escrow services for the sale of various domain names. On November 3, 2022, Epik emailed me informing me that it had unilaterally terminated a “Customer Account Balance

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Accrual Agreement” and has “converted the balance of [my account] into In-Store Credit (“ISC”) in the amount of \$32,214.79. This was done by Defendants unilaterally transferring 1.2314666 BTC out of my Masterbucks account into USD in the amount of \$24,823.90 and then providing a corresponding ISC of \$24,823.90 to my Epik account. Defendants also transferred \$12,526.09 worth of USD out of my Masterbucks account and provided a corresponding ISC of \$12,526.09 to my Epik Account. As of April 5, 2023, I held a balance of \$36,003.00 ISC within my Epik account. But on April 6, 2023, Defendants then transferred the \$36,003.00 of ISC back to my Bitextreme Masterbucks Account. I have demanded return of the \$36,003.00 and Defendants have refused to return the funds.

15. In connection with my Epik account under the username “domainsales@domainempire.com,” I used Epik’s domain name escrow services in connection with the sale of a single domain name in 2022. On November 3, 2022, Defendants transferred \$253,162.26 of USD out of my domainsales@domainempire.com Masterbucks account and a corresponding deposit of ISC was made into my domainsales@domainempire.com Epik account. As of April 5, 2023, I held a balance of \$253,162.26 ISC within my Epik account. But on April 6, 2023, Defendants then transferred the \$253,162.26 back to my domainsales@domainempire.com Masterbucks account and took an action to erase this ISC from my MultiBusiness Epik Account. I have demanded return of the \$253,162.26 and Defendants have refused to return the funds.

16. I never authorized the acts to transfer USD and/or BTC from Masterbucks to Epik, or from Epik to Masterbucks.

17. Monster has acknowledged the debt owed to me but has failed to repay it.

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Under 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: 2024-12-14

By: Luigi Marruso

Luigi Marruso

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